



Victoria Government Gazette

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Electricity Industry Act 2000

LUMO ENERGY

Transitional Feed-in Terms and Conditions

Effective 1 January 2012

1. Sale and purchase of Feed-in Electricity

- 1.1 You agree to sell us and we agree to purchase from you electricity that you generate with the Generation Facility installed or to be installed at the Property which you do not use and which is instead supplied into the Network (Feed-in Electricity).

2. Qualifying conditions

- 2.1 The Contract has no legal force unless:
- a) the Generation Facility is a Solar Energy Generating Facility;
 - b) either:
 1. only one Property is specified in the Offer, you occupy that Property as your principal place of residence and you engage in the generation of electricity at that Property by means of one Solar Energy Generating Facility only; or
 2. one or more Properties are specified in the Offer, you occupy that Property or those Properties other than as a place of residence, you engage in the generation of electricity at that Property or each one of those Properties by means of one Solar Energy Generating Facility only and your annual consumption rate of electricity at that Property is 100 megawatt-hours or less;
 - c) you have a Sale Contract with us; and
 - d) you accept our Offer and in doing so indicate your explicit informed consent to the Contract.

3. Commencement, term and termination of the Contract

- 3.1 The Contract commences on the date that you accept the Offer.
- 3.2 On request, we will ask your distributor to connect the Generation Facility to the Network and facilitate you entering into a connection agreement with your distributor and any necessary network tariff reassignment. We will ask as soon as practicable and in any event within one business day of you paying any connection charge and providing us with the following information (some of which we may already have):
- a) acceptable identification;
 - b) your contact details;
 - c) if you rent the Property, contact details for the owner of the premises or the owner's agent;
 - d) any documents required under the **Electricity Safety Act 1998** (Vic);
 - e) any other documents reasonably required either by us or your distributor.
- Any connection and metering installation charges the distributor imposes on us will be directly passed through to you at cost and you must reimburse us for those charges.
- 3.3 Although the Contract may have commenced, we do not start purchasing your Feed-in Electricity unless and until:
- a) the Generation Facility is connected to the Network;
 - b) you have at your own cost installed or procured the installation of a meter capable of recording your Feed-in Electricity; and
 - c) we are otherwise reasonably satisfied with the connection and metering arrangements.

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- 3.4 The term of the Contract will continue until the Sale Contract expires or terminates, unless the Contract is terminated before then.
- 3.5 You may terminate the Contract by letting us know in writing. Termination will be effective immediately unless:
- you are terminating because you are entering into a new contract with us for your Feed-in Electricity, in which case termination will be effective when any cooling-off period under the new contract expires;
 - you are terminating because you are entering into a contract for your Feed-in Electricity with another retailer, in which case termination will be effective when the other retailer becomes responsible under that contract for the purchase of your Feed-in Electricity; or
 - you are terminating because we have disconnected the property under the Sale Contract, in which case termination will be effective when you no longer have a right under the Sale Contract to be reconnected.
- 3.6 We may terminate the Contract with you with immediate effect on 31 December 2016 and also if:
- you enter into a new contract with us for your Feed-in Electricity;
 - you enter into a contract with another retailer in relation to the sale and supply of electricity to the Property and the other retailer has commenced the sale of electricity to you under that contract; or
 - the qualifying condition set out in clause 2.1(b) is no longer met.
- 3.7 We may disconnect (or arrange for your distributor to disconnect) the Generation Facility if we are entitled to disconnect the Property under the Sale Contract and you must co-operate with and assist us (or your distributor) in respect of any disconnection.
- 3.8 If, like the Sale Contract, the Contract is for a fixed term, we will notify you of the following information no less than one month and no greater than two months prior to the expiry date of the Contract:
- the date the Contract is due to expire;
 - the options available to you; and
 - the terms that will apply after that date if you do not exercise any other option.

Unless you exercise another of the options available to you, the Contract will continue after the expiry date on the terms notified, without further need for written agreement, provided the terms have taken effect under the Act.

4. Credits

- 4.1 As consideration for the Feed-in Electricity we purchase from you and on the terms provided for in clause 4.2, we will credit an amount of \$0.25 per kilowatt-hour, inclusive of any GST, against the charges payable to us by you for electricity we sell to you.
- 4.2 We will, as a minimum, credit you for any Feed-in Electricity supplied with the same frequency as you are invoiced for electricity we sell you under the Sale Contract. In particular, we will include a credit that arises during a period in which we sell electricity to you in the electricity invoice under the Sale Contract that relates to that period except that:
- if, in such a period, a credit exceeds the amount owed by you for electricity we have sold to you in that period, we will credit the excess credit amount against the charges payable to us by you for electricity we sell to you in the next period and include the excess credit amount in the electricity invoice that relates to that next period; and
 - any such excess credit amount is extinguished, with no liability on us instead to pay any amount to you, on the first of the following to occur:
 - the day that is 12 months after the day a credit first arises or after an excess credit amount is extinguished under this clause 4.2(b) as the case requires;
 - the day the Sale Contract expires or is terminated; and
 - 31 December 2016.

- 4.3 In view of how credits are to be applied under this clause 4, but subject to clause 5, neither you nor we are to prepare any invoices for the Feed-in Electricity we purchase from you.
- 4.4 Credits will be based wherever possible on an actual read of the meter and must be included on your invoice before any excess credit amounts, for the period in which the credit first arose, is extinguished under clause 4.2. If we are not able to reasonably or reliably base a credit on a reading of the meter, we may base a credit on a lawful estimate of your Feed-in Electricity. If we do this and we subsequently obtain a meter reading or more reliable data, we will adjust the credit as appropriate. In any event we will use best endeavours to ensure the meter is read at least once in every 12 month period.
- 4.5 If you disagree with a credit included on your electricity invoice we will review the credit at your request. During the review, you must pay that portion of the electricity invoice that we agree is not in dispute or an amount equal to the average amount of the client's invoices in the previous 12 months (whichever is the lower). If:
- a) we have under-credited you (or not credited you at all), we will credit the under-credited amount on the same basis we are required to repay overcharged amounts under the Sale Contract; or
 - b) we have over-credited you, we may recover from you what has been over-credited on the same basis we may recover undercharged amounts under the Sale Contract except that we will deduct the over-credited amount from credits included in your electricity invoices.
- 4.6 If you request a test of the Generation Facility because you disagree with a credit included on your electricity invoice and the test shows that the meter is compliant, you must pay the costs of the test. If the test shows that the meter is not compliant, you will not be charged for the cost of the meter test and we will adjust the amount of the credit.

5. GST

- 5.1 Any amount we credit you under clause 4 includes any GST payable on the supply of your Feed-in Electricity to us. You are (and we are not) responsible for payment of that GST.
- 5.2 If you are registered for GST you must:
- a) inform us that you are registered for GST by quoting your ABN to us in respect of any electricity you supply back into the grid. On receipt of this information and you issuing to us a Tax Invoice, we agree to credit to you an additional amount (being the GST component of 10%) in addition to the rate at which we credit you for the electricity you supply back into the grid; or
 - b) where you do not inform us that that you are registered for GST by quoting your ABN in accordance with clause 5.2 (a) above, you warrant that your generation of electricity is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us in respect of the electricity you supply back into the grid. If we ask you to do so, you must complete a No ABN Withholding Declaration (the form of which is available from us on request).
- 5.3 Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the same meaning in this clause 5.

6. Your obligations

- 6.1 You must:
- a) comply with Applicable Law and with your connection agreement with your distributor in installing the Generation Facility, connecting it to the Network and supplying your Feed-in Electricity; and
 - b) ensure the Generating Facility does not adversely affect the Network or the meter; and
 - c) notify us if there is any change of circumstances that may impose a threat to the Network or the meter; and
 - d) not do anything to increase the likelihood of a threat to the Network or to the meter.

- 6.2 You will allow us (including our agents and your distributor) safe, unhindered and convenient access to the Property during, and for a reasonable period of time after the expiry of the term or the termination of the Contract, to read the meter, to connect, disconnect or reconnect the Generation Facility to or from the Network, to carry out maintenance and test electrical equipment on the Network, in the event of an emergency or for safety reasons. We will ensure our representative or agent will carry or wear official identification at all times and provide it to you on request.
- 6.3 You will inform us as soon as possible of any relevant change to your contact details.
- 6.4 You must notify us 14 business days in advance of any change to your Generation Facility that increases the installed or name plated capacity by more than 5 kilowatts. Should this occur after the scheme end date, you will no longer be eligible for credits under this scheme.

7. RECs and GreenPower Rights

- 7.1 As part of this Contract:
- a) you may agree to assign, transfer or sell to us the entitlement to create RECs or GreenPower Rights for electricity generated by the Generation Facility or, if no assignment, transfer or sale is possible, create those RECs yourself and, once they are registered, transfer them to us. You must sign any document we reasonably require to evidence and effect such an assignment, transfer or sale; and
 - b) where you assign, transfer or sell to us your RECs or GreenPower Rights you must not enter into any agreement with any third party regarding RECs or GreenPower Rights as described in this clause 7.1
- 7.2 Clause 7.1 does not apply to the extent that, in accepting the Offer, you indicate that you have already entered into an agreement with a third party regarding either or both of the RECs and GreenPower Rights described in clause 7.1.

8. Provision of information

- 8.1 We will give you notice of any variation to the \$ per kilowatt-hour amount of your credits. The notice will be given as soon as practicable, and in any event no later than your next electricity invoice.
- 8.2 On request, we will provide you with reasonable information on any offers we may make for Feed-in Electricity. The information will be given within 10 business days of your request, and if requested, in writing.
- 8.3 We will retain your historical crediting data for at least two years, even if the Contract and the Sale Contract may have terminated. We will provide you with historical crediting data on the same basis as we are required to provide historical information on electricity we have sold you under the Sale Contract.

9. Privacy

- 9.1 As you will be aware from information we have given to you in connection with the Sale Contract and from the privacy policy on our website, we are committed to protecting your privacy and handling personal and sensitive information about you in accordance with the **Privacy Act 1988** (Cth) and other laws.
- 9.2 We need to collect personal information about you to facilitate the purchase of your Feed-in Electricity and crediting amounts against the charges payable to us by you for electricity we sell to you. We will also use your personal information, and may disclose it to your distributor and to relevant government agencies, for the purposes of securing corresponding credits against amounts we owe your distributor. You agree to this use and disclosure of your personal information.
- 9.3 We reserve the right to change our privacy policy at any time by posting an updated version of the policy on our website. You should visit this page periodically to review the policy for changes.

10. Disputes

- 10.1 We agree to discuss in good faith and attempt to resolve any dispute between us arising out of the Contract on the same basis we are required to deal with disputes under the Sale Contract. If you are not satisfied with our response you may refer the complaint to the Energy and Water Ombudsman of Victoria.

11. Liability

- 11.1 You acknowledge that:
- a) It is your distributor, not us, who connects or connected the Generation Facility to the Network and who will maintain that connection;
 - b) your distributor is responsible for taking the supply of your Feed-in Electricity into the Network; and
 - c) the supply of your Feed-in Electricity to the Network may be interrupted.
- 11.2 Title to your Feed-in Electricity passes to us at the point of connection with the Network.
- 11.3 We are not responsible for, and you accept all risks in respect of, the control and use of the Generation Facility and of electricity on your side of the point of connection with the Network. We will not test nor arrange for any tests to the Generation Facility or equipment beyond the meter.
- 11.4 Nothing in these terms or the Offer is to be read as excluding, restricting or modifying the application of any representation, warranty, condition or undertaking which by law cannot be excluded, restricted or modified. However, any representation, warranty, condition or undertaking in connection with any goods or services we supply under the Contract which would be implied in the Contract by law is, to the maximum extent permitted by law and at our option, to resupplying the goods or services (or paying for their resupply).
- 11.5 You acknowledge that neither these terms nor the Offer varies or excludes any limitation of liability we have under Applicable Law.
- 11.6 Despite any other provision of these terms or the Offer and to the extent permitted by law, we (including our employees, agents and contractors) are not liable in negligence, in tort, in contract or otherwise to you for any indirect, consequential or special losses or damages of any kind including, without limitation, such losses or damages arising from:
- a) loss or corruption of data;
 - b) business interruption;
 - c) any delay in connecting the Generation Facility to the Network; or
 - d) interruptions to the supply of your Feed-in Electricity to the Network.

12. Force Majeure

- 12.1 Obligations under the Contract will be suspended if they cannot be met due to an event outside your or our control, as the case may be (excluding any obligation to credit or pay money). If we are affected by such an event we will give prompt notice to you and use best endeavours to remove, overcome or minimise the effects of the event (though we need not settle any industrial dispute unfavourably to us), as you must do if you are affected.

13. Notices

- 13.1 Any notice must be in writing and given by hand, by fax, by post or by email. Notices shall be deemed to be received:
- a) if delivered by post, two business days after the date of posting;
 - b) if delivered by fax, on receipt by the sender of a transmission or confirmation report indicating that the transmission has been made without error and
 - c) if delivered by email, on receipt by the sender of a message confirming delivery.

14. Assignment

- 14.1 We may assign, transfer or otherwise dispose of the whole or any part of our interest in the Contract to a person who acquires all or a substantial portion of the assets of our business of retailing energy. Otherwise neither you nor we may assign, transfer or otherwise dispose of the Contract without the other's prior written consent.

15. Amendments

- 15.1 If we publish replacement Feed-in terms in accordance with the Act or as a result of future amendments to the Act then those replacement Feed-in terms apply under the Contract in place of these Feed-in terms with effect from when the replacement Feed-in terms take effect under the Act. Otherwise these terms may only be varied by agreement between you and us in writing.
- 15.2 We may charge you amounts that are reasonable having regard to increases in costs we incur in purchasing your Feed-in Electricity resulting from any change in an Applicable Law or change in the manner in which a regulator or other government agency officially interprets or applies the Applicable Law.

16. General

- 16.1 If any term of the Contract is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected.
- 16.2 If we do not exercise our rights under the Contract that will not constitute a waiver of those rights.
- 16.3 The Contract shall be governed and construed in accordance with the laws of the State of Victoria.

17. Interpretations

In these terms and in the Offer:

Act – means the **Electricity Industry Act 2000** (Vic.);

Applicable Law – means all legislation, regulations, licences, codes, guidelines, orders in council and other laws relating to the sale or supply of electricity or the purchase of Feed-in Electricity;

Contract – means the Offer accepted by you whether by signing and returning the Offer to us or verbally over telephone;

Feed-in Electricity – is defined in clause 1.1;

Generation Facility – means the facility for generating electricity identified in the Offer;

GreenPower Right – means any right to claim eligible GreenPower generation arising in respect of your Feed-in Electricity that may be sold under the National GreenPower Accreditation Program;

GST – has meaning given in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth);

Market Contract – means a contract you have actually entered into with us in relation to the sale and supply of electricity to the Property;

Network – means the distribution network servicing the Property;

Offer – means the offer to purchase your Feed-in Electricity included in the application form we have provided to you;

Property – means the property specified in our Offer and, if there is more than one such Property, all of them together and each of them separately (as the context requires);

REC – means a renewable energy certificate under the **Renewable Energy (Electricity) Act 2000** (Cth);

Sale Contract – means a Market Contract or Standard Supply Contract;

Solar Energy Generating Facility – means a photovoltaic generating facility that has an installed or name-plate generating capacity of 5 kilowatts or less;

Standard Supply Contract – means a contract that we are deemed to have with you for the sale and supply of electricity to the Property;

We and Us – means Lumo Energy Australia Pty Ltd ACN 100 528 327; and

You – means the person supplying Feed-in Electricity to the Network from the Property and your has a corresponding meaning.

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